

STATE OF INDIANA  
LAKE COUNTY  
FILED

R/W No.: 02-02-100, 101

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**RIGHT-OF-WAY AND  
EASEMENT GRANT**

Prepared by:

Paul Norgren  
Vector Pipeline L.P.  
21 West Superior Street  
Duluth, Minnesota 55802-2067

Return to:

Vector Pipeline L.P.  
3033 W. Jefferson St., Suite 204  
Joliet, IL 60435

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NOT OFFICIAL!

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Purdue Research Foundation, an Indiana corporation, whose mailing address is 3000 Kent Ave., West Lafayette, IN 47906 (hereinafter called "Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant, convey, and warrant to VECTOR PIPELINE L.P., a Delaware Limited Partnership, of 21 West Superior Street, Duluth, Minnesota 55802, its grantees, successors and assigns (hereinafter called "Grantee"), an exclusive right-of-way and perpetual easement to conduct the following specific activities set forth in this agreement, including: construct, operate, maintain, clear, inspect and repair one pipeline, together with valves, fittings, protective apparatus, a pipeline communications system and such other equipment and appurtenances necessary in connection therewith for the effective, efficient, and safe transportation of natural gas and associated hydrocarbon by-products, and derivatives thereof, through a pipeline on, over, under and across the following specific areas: the strips of land specifically described in Exhibit A of this Right-of-Way and Easement Grant. as "Permanent Easement and Right-of-Way," "Temporary Workspace" and "Additional Temporary Workspace," which Exhibit A is attached hereto and incorporated herein by reference. The strips of land are hereinafter referred to as the "Right-of-Way." The Grantor further grants the Grantee the right of ingress and egress to and from the Right-of-Way for all purposes necessary and incidental to the exercise by the Grantee of the specific activities authorized herein.

The aforesaid specific activities in and on the Right-of-Way are granted as and from the date hereof, and shall be on the following terms and conditions, which are hereby mutually covenanted and agreed to, by and between the Grantor and the Grantee.

FIRST: Grantor covenants with Grantee that Grantor is the lawful fee simple owner of the Right-of-Way, and that Grantor has the right and authority to make this grant, and that Grantor will forever warrant and defend the title thereto against all claims whatsoever.

SECOND: Subject to the provisions hereof, the strip of land described in Exhibit "A" as "Permanent Easement And Right-of-Way" shall be an immediately effective, permanent and perpetual conveyance of a Right-of-Way and Easement upon and subject to the terms and provisions of this agreement.

THIRD: Subject to the provisions hereof, the strips of land described in Exhibit "A" as "Temporary Workspace" and "Additional Temporary Workspace" constitute temporary easements and rights of way which shall expire in effectiveness upon the earlier of (i) the date the pipeline has been constructed and all necessary clean-up, site leveling and construction site work has been completed, and (ii) October 1, 2002.

FOURTH: No sale, conveyance, transfer or assignment, in whole or in part, of the Grantor's interest in the lands subject to the Right-of-Way shall be binding on Grantee until 30 days after Grantee has received written notice of such change and has been furnished with a true copy of the deed or other written instrument of transfer.

FIFTH: Any and all payments, notices or communications provided for herein may be served and shall be sufficient when served by depositing the same in the United States Post Office with postage fully prepaid, by certified mail, return receipt requested, addressed to Grantor at 3000 Kent Ave., West Lafayette, IN 47906 or at such other address as may be specified in writing by Grantor or Grantor's successors or assigns, from time to time, consistent with paragraph FOURTH of this agreement.

APR 13 2000

(6 pages) ck. #00731

R/W NO. 02-02-100, 101  
Date of Last Revision 3-10-2000

PETER BENJAMIN  
LAKE COUNTY AUDITOR

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SIXTH: The Grantee shall, at the time of construction, bury said pipeline at a sufficient depth through cultivated lands so that it will not interfere with ordinary annual crop cultivation, and also pay for damage to annual crops, fences, trees and other existing improvements which may arise from the exercise of the rights herein granted. Grantee shall have the right to clear all trees, undergrowth, and other obstructions from the Right-of-Way and after said pipeline has been installed, Grantee shall not be liable for damages caused on the Permanent Easement and Right-of-Way by keeping it clear of such trees, undergrowth and other obstructions. in the exercise of Grantee's rights herein granted.

SEVENTH: With respect to the Permanent Right-of-Way and Easement, the Grantor shall not at any time excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the said Permanent Right-of-Way and Easement any pit, well, foundation, pavement, road or other structure or installation without Grantee's prior written permission. Likewise, Grantor shall take no such actions in the Temporary Workspace or Additional Temporary Workspace until subsequent to the date determined consistent with paragraph THIRD hereof. Otherwise the Grantor shall have the right fully to use and enjoy said Right-of-Way except as the same may be necessary, convenient or incidental to the purposes herein granted to the Grantee. Further, the Grantor shall not materially alter the grade of the Permanent Right-of-Way and Easement without the express, prior written consent of the Grantee.

EIGHTH: Grantee agrees to indemnify and hold Grantor harmless from any and all losses of or damages to property or injuries to or death of any person resulting from Grantee's activity on the Right-of-Way unless such loss, damage, injury or death results from the negligence or willful misconduct of Grantor, its agents, representatives, employees, contractors or invitees.

NINTH: The Grantee shall have the right to assign and mortgage its rights under this agreement in whole or part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.

TENTH: This agreement, including all the covenants and conditions herein contained, shall be binding upon, and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of the Grantor and the Grantee respectively.

ELEVENTH: Grantor reserves the right to construct streets, sidewalks, and utilities across, ~~but not~~ <sup>and</sup> along the Right-of-Way. Grantor must notify Grantee, in writing t least thirty (30) days in advance of any such construction. Said advance written notice shall include engineering plans for such construction. Grantee reserves the right to review said engineering plans and request any modifications to them that is in accordance with the then current industry acceptable engineering standards necessary to protect the integrity of the pipeline facilities. Grantee's review of said engineering plans shall be completed in a timely manner and Grantee's approval for such construction shall not be unreasonably withheld.

ELEVENTH: Grantor represents and warrants that its representative signing below is duly authorized to execute this instrument on behalf of the Grantor. Grantor further represents and warrants that it is an Indiana corporation, organized under the laws of the State of Indiana, and whose Taxpayer Identification Number is \_\_\_\_\_.

Multiple Grantors and Grantees may execute separate original counterparts of this agreement and such execution shall have the same effect as if each signatory executed the same counterpart. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the Grantor has executed this document this 3rd day of April, 2000.

**GRANTOR:**

Purdue Research Foundation, an Indiana Corporation

BY: [Signature]  
Jeffrey H. Wilson  
TITLE: Senior Vice President & Treasurer

BY: [Signature]  
Bruce L. Pershing  
TITLE: Secretary

**GRANTEE:**

VECTOR PIPELINE L.P.  
BY VECTOR PIPELINE, INC. AS GENERAL PARTNER

BY: [Signature]  
NAME: Julie Rasmussen

TITLE: Authorized Agent

CORPORATE SEAL

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Indiana )  
 ) ss.:  
COUNTY OF Tippecanoe)

On this the 3rd day of April, 2000, personally appeared Jeffrey H. Wilson, Senior Vice President & Treasurer and Bruce L. Pershing as Secretary of Purdue Research Foundation signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said corporation, before me.

Judith A Hall

Notary Public  
My Commission Expires: \_\_\_\_\_  
JUDITH A HALL  
NOTARY PUBLIC STATE OF INDIANA  
TIPPECANOE COUNTY  
MY COMMISSION EXP. JULY 31, 2000

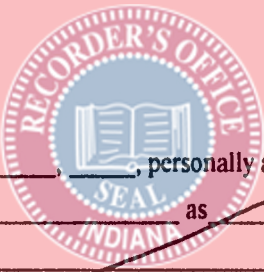
This Document is the property of  
the Lake County Recorder!



**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said corporation, before me.



Notary Public  
My Commission Expires: \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Illinois  
COUNTY OF Will ) ss.:

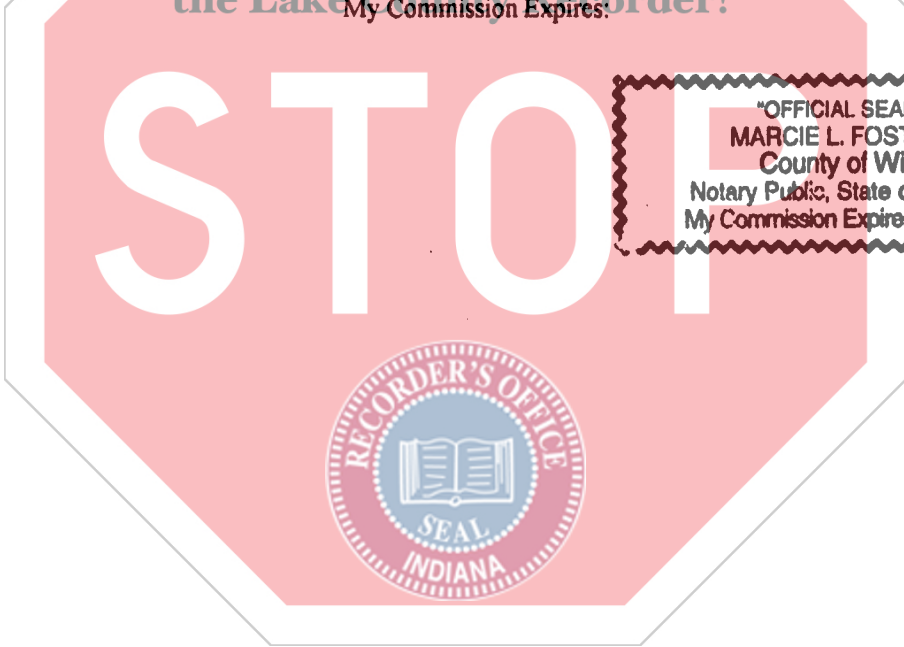
On this the 7<sup>th</sup> day of April, 2000, personally appeared before me,

Julie Rasmussen

acting in his/her capacity as Authorized Agent of Vector Pipeline, Inc., as General Partner of Vector Pipeline, L.P., a Delaware limited partnership, signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as Authorized Agent of such General Partner and the free act and deed of said partnership.

Marcie L. Foster

This Document is the property of  
Notary Public  
My Commission Expires:



"OFFICIAL SEAL"  
MARCIE L. FOSTER  
County of Will  
Notary Public, State of Illinois  
My Commission Expires 7/15/02

VECTOR PIPELINE  
UEI JOB NO. 3179  
TRACT NO. 02-02-100 & 101  
LAKE COUNTY, INDIANA

DESCRIPTION OF A FIFTY (50) FEET WIDE  
PERMANENT EASEMENT AND RIGHT OF WAY

DESCRIPTION OF A FIFTY (50) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY, LOCATED IN SECTION 34, TOWNSHIP 35 NORTH, RANGE 8 WEST, LAKE COUNTY, INDIANA AND BEING UPON, OVER, THROUGH AND ACROSS A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO PURDUE RESEARCH FOUNDATION, AS DESCRIBED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 99036590 OF THE OFFICE OF THE REGISTER OF DEEDS OF LAKE COUNTY, INDIANA, (REFERRED HEREINAFTER TO AS THE "ABOVE REFERENCED TRACT OF LAND"), SAID FIFTY (50) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING SITUATED 35 FEET NORTH OF AND 15 FEET SOUTH OF THE HEREIN DESCRIBED BASELINE, SAID BASELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** at a monument with a brass plug found marking the northwest corner of said Section 34;

**THENCE** South  $89^{\circ} 42' 24''$  East, along the north line of said Section 34, a distance of 1328.93 feet to the northwest corner of the above referenced tract of land;

**THENCE** South  $00^{\circ} 16' 51''$  East, along the west line of the above referenced tract of land, a distance of 769.06 feet to the **POINT OF BEGINNING** of the herein described baseline;

**THENCE** South  $89^{\circ} 42' 34''$  East, a distance of 42.27 feet to an angle point of the herein described baseline;

**THENCE** South  $89^{\circ} 48' 33''$  East, a distance of 2352.93 feet to an angle point of the herein described baseline;

**THENCE** North  $87^{\circ} 22' 06''$  East, a distance of 49.22 feet to a point in the east line of the above referenced tract of land, same being the west right of way line of Interstate 65 and being the **POINT OF TERMINATION** of the herein described baseline, from which a 1/2-inch iron rod found marking the northeast corner of the above referenced tract of land bears, North  $00^{\circ} 03' 30''$  West, a distance of 762.36 feet, said baseline having a total length of 2444.42 feet or 148.15 rods, said Permanent Easement and Right of Way containing 2.81 acres, more or less.

**TEMPORARY WORK SPACE**

Being a fifty (50) feet wide strip of land, adjacent to and parallel with the southerly side of the above described fifty (50) feet wide Permanent Easement and Right of Way and a ten (10) feet wide strip of land adjacent to and parallel with the northerly side of the said Permanent Easement and Right of Way, extending or shortening, the side lines of the Temporary Work Spaces, at the beginning and termination of the said Permanent Easement and Right of Way lines, to intersect with the property lines of the above referenced tract of land and/or the west right of way line of Interstate 65 and containing a total of 3.37 acres, more or less, as more fully depicted on Detail A upon the plat attached hereto, and containing a total of 3.37 acres, more or less.

**ADDITIONAL TEMPORARY WORK SPACE**

Being a 100 feet wide strip of land, adjacent to and parallel with the southerly side of the above described fifty (50) feet wide Temporary Work Space, extending 175 feet in a westerly direction, from the west right of way line of Interstate 65 and containing 0.40 acre, more or less, as more fully depicted on Detail A upon the plat attached hereto.

REVISED 02/04/2000 REV.2  
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